

SHORT FORM AGREEMENT

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City of Inglewood

(Indicate whether City or name of the Agency)

THIS AGREEMENT is entered into this _____ day of _____, 20____, by and between the CITY OF INGLEWOOD or any of its authorized agencies ("Inglewood") and _____ Stone Planning LLC _____ ("Contractor/Consultant").

IN CONSIDERATION of the performance of their mutual covenants, the parties hereto agree as follows:

1.SERVICES. Contractor/Consultant agrees to perform the services included in its proposal attached hereto as Exhibit "A" and made part hereof by this reference and/or to include the following: Analysis of the future uses of a proposed new arena in Inglewood, and specifically its share of relocated vs. new events to the market, including: analysis of current & future market environment, research & interviews, other market case studies, peer review, estimate new vs. relocated demand

2. TIME LIMIT. Said services shall be completed prior to ______**June_30,_**, 20_19_, (or within ________ days after Notice to Proceed). Time is of the essence of this agreement.

3. <u>AGENCY PRECLUDED.</u> No agency affecting or binding Inglewood shall be created by virtue of this agreement. The Contractor/Consultant shall be acting at all times as an "independent contractor" and as such shall hold Inglewood harmless for any action involving negligence or intentional tort on the part of the Contractor/Consultant.

4. <u>COMPENSATION.</u> Inglewood agrees to pay Contractor/Consultant the sum of \$42,500.00 upon completion of the herein designated services or (if not in one sum) payments of \$______ on date(s) or in the alternative payments will be made as follows: within 30 calendar days of date of invoice ______. In no event shall the total compensation exceed the sum of \$42,500.00

5. <u>WORKMANLIKE MANNER</u>. Contractor/Consultant agrees to perform all services herein in a workmanlike manner.

6. <u>CHANGES.</u> No change, amendment or modification to this agreement shall be effective unless it is in writing and signed by the parties hereto.

7. <u>ADDITIONAL PROVISIONS.</u> Exhibit "B", the attached 4 paged document entitled Terms and Conditions, are incorporated herein as if set forth in full.

Attest:

CITY CLERK/SECRETARY

APPROVE AS TO FORM:

CITY ATTORNEY

VENDOR SIGNATURE: Contractor/Consultant (If corporation, officer's signature and title).

Chicago, IL 60607

VENDOR ADDRESS: 159 N Sangamon, Suite 200

CITY OF INCLEWOOD, a municipal corporation INGLEWOOD REDEVELOPMENT AGENCY INGLEWOOD HOUSING AUTHORITY

CITY MANAGER

VENDOR NAME: Stone Planning LLC

FUND	AGENCY	ORG	ACTIVITY	OBJ	SUB OBJ
001	030	3010	44830	00	

ACCOUNTING VERIFICATION BY: D



CITY OF INGLEWOOD ECONOMIC AND COMMUNITY DEVELOPMENT DEPARTMENT

Planning Division



2009

Inglewood

Mindy Wilcox, AICP Planning Manager

MEMORANDUM

TO: Artie Fields, City Manager

THRU: Christopher E. Jackson, Sr., ECD Director

FROM: Mindy Wilcox, AICP, Planning Manager

SUBJECT: Stone Planning LLC - Short Form Agreement

DATE: October 17, 2018

RECOMMENDATION:

It is recommended that the City Manager approve the attached Short Form Agreement with Stone Planning LLC in an amount not to exceed \$42,500 to analyze the future uses of the proposed Inglewood Basketball and Entertainment Center (IBEC).

BACKGROUND:

On December 19, 2017, the City entered into a funding agreement with Murphy's Bowl to conduct the environmental analysis necessary for the IBEC. The California Environmental Quality Act (CEQA) requires analysis of environmental effects of a proposed project including change in travel as a result of the project. Analysis of events to be held at the facility and existing patron locations will be required to determine regional changes to travel patterns. To complete this analysis, it is proposed that the City engage a professional economic services firm.

DISCUSSION:

The City, in consultation with the environmental consultant, researched firms and individuals in the Country with expertise in analyzing the shared usage of a new arena that would be new to the market versus relocated from an existing facility. There is a limited field of professional firms that provide this specific service.

Stone Planning LLC is based in Chicago, Illinois is a boutique consulting firm that assists in the planning of sports, entertainment, and other public-assembly venues and events throughout the United States. Mr. David Stone and his firm have provided professional services for Key Arena in Seattle, Washington, KFC YUM Center and Freedom Hall in Louisville, Kentucky, New Virginia Beach Arena in Virginia, and Smoothie King Center in New Orleans, Louisiana.

Upon approval, Stone Planning LLC is available to begin in October 2018.

October 17, 2018

Short Form Agreement Stone Planning LLC Page 2 of 2

FINANCIAL/FUNDING ISSUES AND SOURCES:

Funding not to exceed \$42,500 is available fiscal year 2018-2019 in account code 001.030.3010.44830 (Contract Services).

DESCRIPTION OF ANY ATTACHMENTS:

Attachment No. 1: Agreement (Short Form) Attachment No. 2: Stone Planning LLC Proposal Attachment No. 3: Terms and Conditions Attachment No. 4: Insurance Attachment No. 5: Business License



Exhibit A

September 29, 2018

Mindy Wilcox Planning Manager, City of Inglewood (310) 412-5230 <u>mwilcox@cityofinglewood.org</u>

Dear Mindy:

Thank you for the opportunity to present this proposal to complete an analysis of the future uses of a proposed new arena in Inglewood, and specifically its share of relocated vs. new events to the market. We believe that **Stone Planning LLC** can address all of your goals and needs for this project. Our analysis will provide data that can be used as part of the EIR process. In addition, we will work closely with you and the rest of the project team in the development of our materials to ensure that they meet your requirements.

We are excited about the opportunity to work with you for this important project for the City of Inglewood. This proposal provides more information on our proposed scope of work. Should you have any questions or need additional information, please feel free to contact me at (312) 933-3618 or david@stoneplanningllc.com.

Thank you again for the opportunity to work with you.

Sincerely,

David Stone, Partner Stone Planning LLC



PROPOSED SCOPE OF WORK

This section includes our proposed scope of work for completion of an analysis of the share of usage of a new arena that would be new to the market vs. relocated from existing facilities, to be used in the project's EIR. We will review the current market environment, conduct interviews with locally-active promoters and venues, and review pertinent experience from other markets.

While we will review and be informed by other estimates of new vs. relocated usage, our work will provide independent estimates of these figures. We will rely on overall estimates of arena usage that are provided to us, and provide a peer review of these estimates and the methods used to determine them.

Our detailed scope of work is described below.

Task 1 – Analysis of the Current and Future Market Environment

This analysis will gauge the current and future market environment for arenas in the Inglewood/LA area. In order to accomplish this, we will focus on the following:

- As available, review of existing design plans for the facility, such as its site, capacities, offerings, technical specifications, and the like.
- Review of overall usage estimates of the new arena being prepared by the Clippers and its consultant, as well as estimates of new vs. relocated usage and any supporting research/data. (Overall usage estimates will be reviewed in more detail in Task 4.)
- Profile and analysis of directly relevant facilities in the market, such as the Staples Center, Forum, Honda Center, and any others. Based on available data (such as from client representatives, industry sources, Stone Planning's database, and others), we will profile and analyze these facilities' major characteristics and historical usage. We will focus on characteristics that are relevant to attracting and hosting non-tenant events, such as location, capacity, quality, general date availability, ownership/partners and relationships with other industry professionals, and the like.
- Analysis of the impact of the opening of the Forum on the Staples Center's non-tenant event bookings.

Task 2 – Research and Interviews

We will interview local stakeholders for first-hand insight into the LA market and the current and anticipated future landscape (this will also inform Task 1). This will include contacting local/national promoters operating in and familiar with the LA market. We will also contact venues and other industry professionals in the market that may be willing to provide insight into the local environment



and its dynamics; these venues would not directly compete with the major arenas, but their management teams are familiar with the market and environment. Some examples could include amphitheaters, stadiums, booking agents, and others.

Task 3 – Other Market Case Studies

We will also research the experience of other major markets in the US that have multiple, competing arenas and the extent to which a new facility's usage was new or transferred. Given the size of the LA market as the second-largest market in the US, we will profile New York as a case study, as it has added multiple competing arenas in recent years and is expected to add another arena in 2021. Similar to Task 1 and 2 for the LA market, we will research historical operating results of these arenas and interview facility representatives in order to fully understand the competitive dynamics, the impact of adding new arenas on overall event demand over time, and other relevant factors.

While New York is the one market that we will analyze in detail, we will also provide (as relevant) experiences from other major markets that have added a new arena(s) to compete with an existing arena.

Task 4 – Peer Review of Total Arena Usage Estimates

We will review the Clippers' internal estimates of total arena usage and the methods used to determine them. We will then comment on the reasonableness of these estimates and the methods.

Based on our conclusions, we understand that independent estimates of overall usage may be requested from Stone Planning. <u>This task does not include these estimates; we would discuss this separately as an add-on to our scope of work</u>.

Task 5 – Estimates of New vs. Relocated Demand

Based on the results of previous tasks, as well as the estimates of overall arena usage that are provided to us and our review of their reasonableness, we will provide independent estimates of the new arena's share of new vs. transferred use, by event type.



PROPOSED FEES AND SCHEDULE

Our professional fees for completion of the proposed scope of work are \$42,500. Expenses will be billed separately at cost. We anticipate at least one trip to the Inglewood area for initial meetings with project stakeholders and research/interviews. We would also make additional trips for other meetings and presentations, based on your needs.

We anticipate providing a full written draft report within 60 days of receiving authorization to proceed.



Contractual Conditions

The following conditions apply to our engagement with you.

The findings and recommendations of our research will reflect analyses of primary and secondary sources of information. Estimates and analyses presented in our report will be based on data that are subject to variation. SP will use sources that it deems reliable, but will not guarantee their accuracy. Recommendations will be made from information provided by the analyses, internal databases, and from information provided by external sources.

It is understood in accepting this proposal that neither fees nor payment thereof is contingent upon the findings of the study. SP has no responsibility to update its report for events and circumstances occurring after the date of its report. Delayed invoice payments will result in delay of deliverables for the next portion of work.

If this contract and/or SP's work for the Client is terminated for any reason by either party, SP will be due fees based on hours and expenses expended during the duration of the contract up to the total amount of the contracted amount for scope work included in the contract. Hours will be billed at SP's average hourly rate of \$250 and expenses will be billed at cost, less any prior payments received from Client to SP.

For any scope of work requested by the Client or its representatives and completed by SP beyond the contracted scope of work, professional fees will be billed at SP's average hourly rate and may exceed the total amount of the contract amount. SP will notify the Client and its representatives if any work requested is outside the contracted scope of work.

If this document meets with your approval, you can accept this letter and authorize us to proceed by signing the space below.



Authorization

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Accepted By:

Name:	
Signature:	
Title:	
Company:	
Date:	

Payments may be sent to:

Stone Planning LLC 159 N. Sangamon, Suite 200 Chicago, IL 60607



City of Inglewood ONE MANCHESTER BLVD/P.O. BOX 6500/INGLEWOOD,CA 90301 Telephone (310) 412-5266 /fax (310) 330-5766 www.cityofinglewood.org

SHORT FORM CONTRACT TERMS AND CONDITIONS

PAYMENT TERMS

Standard payment shall be made by City check.

SALES TAX

The City of Inglewood is subject to the payment of sales tax. All suppliers will be required to include in your bid/price quote the City of Inglewood tax rate of 10%. If a bidder fails to include the City's tax rate in their bid, the City will add the 10% figure to the bid for evaluation purposes.

INGLEWOOD BUSINESS TAX CERTIFICATE

The vendor agrees to at all times during the performance of the agreement, obtain and maintain an Inglewood City Business Tax Certificate. The purchase of said Certificate must be made prior to the purchase of product and a copy forwarded to the Purchasing Division.

INSURANCE REQUIREMENTS

The vendor shall obtain and maintain at its expense, until completion of performance and acceptance by City, the following insurance placed with an insurer admitted to write insurance in California or a nonadmitted insurer on California's List of Eligible Surplus Lines Insurers (LESLI) and having a rating of or equivalent to A:VIII by A.M. Best Company:

a. Commercial General Liability

Commercial General Liability (equivalent in coverage scope to Insurance Services Office, Inc. (ISO) form CG 00 01 11 85 or 11 88) in an amount not less than \$1,500,000 per occurrence and \$2,000,000 general aggregate. Such insurance shall include products and completed operations liability, independent contractor's liability, broad form contractual liability, and cross liability protection. The "City of Inglewood, its officials, employees, and agents" must be separately endorsed to the policy as additional insureds on an endorsement equivalent to the Insurance Services Office, Inc. (ISO) forms CG 20 10 11 85 of CG 20 26 1185.

b. Automobile Liability

Automobile Liability (equivalent in coverage scope to ISO form CA 00 01 06 92) in an amount not less than \$1,500,000 combined single limit per accident for bodily injury and property damage covering Auto Symbol 1 (Any Auto). If an automobile is not used in connection with the services provided by the vendor, the vendor should provide a written request for a waiver of this requirement.

c. Professional Liability or Errors and Omissions

Depending on the work or services to be performed, professional liability or errors and omissions liability insurance may be required. The City will require the vendor to provide professional liability or errors and omissions liability insurance in an amount not less than \$1,500,000 per claim

d. Workers' Compensation and Employer's Liability Workers' Compensation as required by the California Labor Code and Employer's Liability in an amount not less than \$1,000,000 per accident.

REQUIRED INSURANCE DOCUMENTATION

- a. Certificate of Insurance The Certificate Holder must be the "City of Inglewood".
- b. Endorsements

In addition to the Certificate of Insurance, the vendor must provide the following endorsements:

- 1) Additional insured endorsements to the general liability and auto liability* insurance policies. The "City of Inglewood, its officials, employees and agents" must be endorsed to the contractor's general liability policy as well as the auto liability policy as additional insureds on an endorsement equivalent to ISO forms CG 20 10 11 85 or CG 20 26 11 85.
- 2) Cancellation notice endorsements. Each policy must be endorsed to provide that the policy shall not be cancelled or nonrenewed by either party or reduced in coverage or limits (except by paid claims) unless the insurer has provided the City with thirty (30) days prior written notice of cancellation (ten (10) days for cancellation due to nonpayment of premium is acceptable).
- 3) **Primary and noncontributory coverage endorsements.** The general liability and (if required) professional liability policies must be endorsed to provide that each policy shall apply on a primary and noncontributing basis in relation to any insurance or self-insurance, primary or excess, maintained by or available to the City or its officials, employees and agents.

WAIVER OR MODIFICATION OF THE INSURANCE REQUIREMENTS

Any waiver or modification of the insurance requirements can only be made by the City Attorney's Office. All waiver or modification requests are reviewed on a case-by-case basis. *Depending on the scope of services

INDEMNIFICATION

The Consultant shall indemnify and hold harmless the City and its officers, employees and volunteers from and against all claims, damages, losses and expenses including attorney fees arising out of the performance of the work described herein, to the extent caused in whole or in part by any negligent act or omission, recklessness or willful misconduct of the Consultant, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, except where caused by the active negligence, sole negligence, or willful misconduct of the City.

If any action or proceeding is brought against Indemnitees by reason of any of the matters against which the Consultant has agreed to indemnify Indemnitees as provided above, the Consultant, upon notice from the City, shall defend Indemnitees at the Consultant's expense by counsel acceptable to the City, such acceptance not to be unreasonably withheld. Indemnitees need not have first paid for any of the matters to which Indemnitees are entitled to indemnification in order to be so indemnified. The insurance required to be maintained by the Consultant under this Article shall ensure the Consultant's obligations under this section, but the limits of such insurance shall not limit the liability of the Consultant hereunder. The provisions of this Article shall survive the expiration or earlier termination of this Agreement and shall exist for four (4) years beyond the termination or completion of the Consultant's work.

NON-DISCRIMINATION

Labor Code 1735: Discrimination in employment because of race, color, etc.

No discrimination shall be made in the employment of persons at the City of Inglewood because of the race, religious creed, color, national origin, or ancestry, physical disability, medical condition, marital status, or sex of such persons except as provided in Section 12940 of the Government Code, and every vendor for the **City** of Inglewood violating this section is subject to all the penalties imposed for a violation of this chapter.

EXECUTION OF AGREEMENT

A bidder to whom award is made shall furnish all goods all in accordance with the provisions hereof and within the time stated in the proposal. If a bidder to whom an award is made fails or refuses to enter into the contract as herein provided or to conform to any of the stipulated requirements in connection therewith, an award may be made to the bidder whose proposal is next most acceptable to the City. Such bidder shall fulfill every stipulation embraced herein as if he/she were the party to whom the first award was made. A corporation to which an award is made will be required, before the contract is finally executed, to furnish evidence of its corporate existence, of its rights to do business in California.

TERMINATION OF AGREEMENT

The City may terminate the contract at its own discretion or when conditions encountered make it impossible or impracticable to proceed, or when the City is prevented from proceeding with the contract by law, or by official action of a public authority.

RIGHT OF CITY TO WITHHOLD PAYMENT

The City may withhold or nullify the whole or any part of any payment due the vendor to such extent as may reasonably be necessary to protect the City from loss as a result of:

- A. Defective materials not remedied in accordance with provisions of specifications;
- B. Claims or liens filed or reasonable evidence indicating probable filing of claims or liens; Whenever the City shall, in accordance herewith, withhold any monies otherwise due the vendor, written notice of the amount withheld and the reasons therefore shall be given the vendor, and, when the vendor shall remove the grounds for such withholding, the City will pay to the vendor, within 35 calendar days, the amount so withheld.

ACCEPTANCE OF ORDER

This Order is the City's offer to Seller. Seller's acceptance shall be strictly limited to the terms of this Order and the City hereby objects to any additional or different terms in Seller's acceptance. By executing and returning to the City the Acceptance or Acknowledgment copy of this Order, or by beginning performance, Seller accepts this order as written.

CONFLICT OF INTEREST

Seller warrants to the best of its knowledge that the submission of any offer related to this order does not constitute a conflict of interest in terms of negotiating for or having an arrangement with any City employee or elected or appointed member of City government, including any member of the employee's immediate family who may have participated directly or indirectly in Purchasing Manager. For intentional breach or violation of this warranty, the City shall have the right, at its discretion, to annul this agreement without liability, and Seller may be subject to damages and/or debarment or suspension.

PRICE WARRANTY

Seller warrants that the price of the ordered products does not exceed the price charged by Seller to any other customer purchasing the same products in like or smaller quantities, and under similar conditions of purchase.

CHOICE OF LAW/VENUE

This agreement shall be interpreted, construed and governed according to the laws of the State of California. In the event of litigation between the parties, venue in state trial courts shall lie exclusively in the County of Los Angeles, Superior Court, Southwest District, located at 825 Maple Avenue, Torrance California 90503-5058. In the event of litigation in the United States District Court, venue shall lie exclusively in the Central District of California, in Los Angeles.

VENDOR ACKNOWLEGMENT OF CITY OF INGLEWOOD TERMS AND CONDITIONS:

Authorized vendor representative: ____ 0

Date: ______

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 10/18/2018

10/18/2018										
THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED										
REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.										
IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).										
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								MED EXP (Any one person)	\$	5,000
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	GEN'L AGGREGATE LIMIT APPLIES PER:							GENERAL AGGREGATE	\$	4,000,000
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	DESCRIPTION OF OPERATIONS below							E.L. DISEASE - POLICY LIMIT	1\$	1,000,000
с	Professional Liability			MPL203458917		08/15/2018	08/15/2019	Aggregate Each Claim		1,000,000
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				SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN						
City of Inglewood				ACCORDANCE WITH THE POLICY PROVISIONS.						
ONE MANCHECTER RI VD										
ONE MANCHESTER BLVD				AUTHORIZED REPRESENTATIVE						
INGLEWOOD.CA 90301				Wil Salvador						

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